

Staff Summary Report



To: Mayor & City Council
Through: City Manager

Agenda Item Number 10
Meeting Date 11/01/01

SUBJECT: Authorization to Have Mayor Execute An Agreement with the Salt Lake Organizing Committee for Olympic Torch Relay Services

PREPARED BY: Travis Dray, Community Services Supervisor – Special Events (480) 350-5182

REVIEWED BY: Tom Canasi, Community Services Manager, (480) 350-5305
Mark Richwine, Parks and Recreation Director, (480) 350-5325
Marlene Pontrelli, Deputy City Attorney, (480) 350-8120

BRIEF: Authorize the Mayor to enter into an agreement between the City of Tempe and the Salt Lake Organizing Committee for conducting a portion of the 2002 Olympic Winter Games Torch Run through Tempe.

COMMENTS: **COMMUNITY SERVICES ADMIN (0701-01)** Authorize the Mayor to enter into an agreement between the City of Tempe and the Salt Lake Organizing Committee for conducting a portion of the 2002 Olympic Winter Games Torch Run through Tempe.

Document Name: (20011101CSTD01) Supporting Documents: Yes

SUMMARY: The City of Tempe was asked by the Salt Lake Organizing Committee (SLOC) to participate in the 2002 Olympic Torch Run program. The event will provide an opportunity for national and international exposure for participating communities. In addition to Tempe, the communities of Tucson, Yuma, Scottsdale and Phoenix will host segments of the 2002 Olympic Torch Run within Arizona. The term of the contract shall last from the day of execution through January 13, 2002.

Staff from the Special Events Task Force has been working with the SLOC to prepare for the event. The route through Tempe will include downtown, along Mill Avenue, providing maximum exposure.

FISCAL NOTE: The contract requests City services. Through previous Council action approving the recommendations of the Sponsorship Review Committee for fiscal year 2001/2002, funds have been allocated for City services associated with this event.

RECOMMENDATION: Authorize the Mayor to enter into the agreement for the Torch Relay Services between the City of Tempe and the Salt Lake Organizing Committee for the 2002 Olympic Winter Games Torch Run.

AGREEMENT

FOR TORCH RELAY SERVICES

BETWEEN

SALT LAKE ORGANIZING COMMITTEE

FOR THE OLYMPIC WINTER GAMES OF 2002

AND

CITY OF TEMPE, ARIZONA

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AGREEMENT FOR TORCH RELAY SERVICES

THE TORCH RELAY SERVICES AGREEMENT ("Agreement") is entered into effective this ____ day of _____, 2001, between SALT LAKE ORGANIZING COMMITTEE FOR THE OLYMPIC WINTER GAMES OF 2002 ("SLOC") and the City of Tempe, an Arizona municipal corporation ("Community"), collectively referred to this Agreement as the "Parties".

RECITALS:

A. SLOC is a Utah nonprofit corporation. SLOC has been appointed as the organizing committee for the 2002 Olympic Winter Games.

B. SLOC will organize and conduct the Salt Lake 2002 Olympic Torch Relay ("Relay"), by providing transportation of the Olympic Flame from Olympia, Greece, throughout the United States to Salt Lake City for the Opening Ceremonies of the Salt Lake Olympic Winter Games of 2002.

C. The Relay is made possible by the generous support of the Relay Presenting Sponsors, Coca-Cola and Chevrolet, as well as certain others, referred to as "Official Providers."

D. SLOC is proposing that the Relay be routed through Community's local government area.

E. SLOC has requested that, if the Relay is routed through Community's local government area, Community will provide certain support services to assist in the successful staging of the Relay.

F. Community has agreed to provide support services on the terms and conditions stated in this Agreement.

AGREEMENT

For and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

- 1.1 “Ambush Marketing” means an attempt by a third party not affiliated with the Relay to commercially profit from the Relay by falsely associating itself or its products with the Games, Relay, SLOC, Relay Marks, Relay Imagery, Relay Logos or Relay participants, or by falsely suggesting that it or its products are endorsed by or in association with the Games, Relay, SLOC, Relay Marks, Relay Imagery, Relay Logos or Relay participants.
- 1.2 “Confidential Information” means any written proprietary or other confidential information marked or noted to be confidential.
- 1.3 “Olympic Flame” means the flame ignited in Olympia, Greece and passed to SLOC.
- 1.4 “Force Majeure” means an act, omission or circumstance beyond the control of SLOC or Community, including fires, floods, snow storms, ice storms, accidents, riots, explosions, wars and hostilities, but excluding any strike or other industrial action.
- 1.5 “Games” means the Olympic Winter Games of 2002 to be held principally in Salt Lake City and surrounding areas in February 2002.
- 1.6 “IOC” means the International Olympic Committee.
- 1.7 “Official Providers” means those companies and organizations that are recognized by SLOC as helping to fund the Relay.
- 1.8 “OPUS” means the Olympic Properties of the United States.
- 1.9 “Party” or “Parties” means SLOC and/or Community, as appropriate for the context of use.
- 1.10 “Presenting Sponsors” means Coca-Cola and Chevrolet.
- 1.11 “Relay” means the Salt Lake 2002 Olympic Torch Relay, which commences in Olympia, Greece, with the Olympic Flame routed through numerous communities in the United States and delivered to Salt Lake City for the Opening Ceremonies of the Games.
- 1.12 “Relay Imagery” means images of torches, torch bearers, torch relays, Relay-event footage, and depictions of mascots developed by SLOC for the Relay.
- 1.13 “Relay Logos” means the logos identified or referenced in Exhibit A to the Designated Marks and Copyrights Agreement between the Parties and incorporated into this Agreement.
- 1.14 “Relay Marks” means the marks and copyrighted materials identified or referenced in Exhibit A to the Designated Marks and Copyrights Agreement between the Parties and incorporated into this Agreement.
- 1.15 “SLOC Associated Parties” means SLOC, IOC, USOC, OPUS, Presenting Sponsors, Official Providers, official Olympic Merchandise licensees, Coltrin & Associates, ALEM, SLOC employees, contractors and employees and other SLOC designees.

1.16 “Torch(es)” means the hand-held Olympic torch(es) used to transport the Olympic Flame in the Relay.

1. 15 “USOC” means the United States Olympic Committee.

ARTICLE II. SCOPE

2.1 The Relay will begin in Olympia, Greece, and, after arriving in the United States, will travel through many communities across the nation. This Agreement identifies the rights and obligations of the Parties that will assist with the Relay, as well as certain rights of and obligations to third parties (such as Presenting Sponsors) that affect the manner in which this Agreement is to be implemented.

2.2 This Agreement also sets forth certain rights and obligations for cooperation and assistance between Community and SLOC in connection with the Relay.

ARTICLE III. ROLES

3.1 Role of SLOC.

SLOC is responsible for staging the Relay. SLOC agrees to stage the Relay within Community’s local government area with the principal objectives of (i) showcasing the local government area and surrounding region, (ii) involving the community in the Relay and (iii) promoting the Games. In consultation with Community, as appropriate, SLOC shall,

- (1) select the Relay route,
- (2) develop and implement the SLOC Torchbearer selection process,
- (3) provide caravan vehicles and other transportation modes and equipment for handling the Olympic Flame,
- (4) provide Torches, portable cauldrons and safety lanterns,
- (5) coordinate with Community and city, county, state and federal governments and government agencies, as appropriate,
- (6) distribute applicable portions of the Torch Relay Community Planning Guide (hereinafter referred to as “Planning Guide”) to Community,
- (7) assist Community with public relations to promote the Relay and the Community Celebration.

The parties acknowledge that SLOC possesses the exclusive right in connection with the Relay to make sponsorship, marketing, merchandising and concessionaire arrangements.

3.2 Role of Community

Community agrees to provide planning, advisory and operational support services (without charge to SLOC or SLOC Associated Parties) to assist in the successful staging of the Relay within the Community's local government area. The Planning Guide, which may be revised from time-to-time by SLOC, establishes the agreed operational support to be provided by Community. Although all services provided by Community as described in the Planning Guide are essential for the success of the Relay, the following responsibilities are identified in particular.

- (a) **Community Task Force** – In coordination with SLOC, Community agrees to establish and manage a Task Force to plan and operate the Relay in the local government area. Among other assignments, the Task Force will be responsible for helping to determine (i) the precise Relay route through the local government area, (ii) the selection of the break site, if any, (iii) the selection of Torchbearers in accordance with Article 3.2 (l), below, and (iv) SLOC crowd-building efforts along the Relay route.
- (b) **Planning Guide** – SLOC shall provide to Community appropriate chapters of the Planning Guide. Community agrees (i) to implement instructions contained in the Planning Guide and (ii) to distribute copies of chapters of the Planning Guide to appropriate members of the Task Force and other Community persons responsible for the Relay.
- (c) **Ambush Marketing** – One primary objective of SLOC is the prevention of Ambush Marketing. Accordingly, Community agrees,
 - (1) not to enter into any sponsorship, marketing, merchandising or concessionaire arrangements in connection with the Relay, except for those specifically authorized by SLOC,
 - (2) neither directly nor indirectly (including through any agent of the local government) to cause or engage in any form of Ambush Marketing,
 - (3) to cooperate with SLOC to use its best efforts to minimize Ambush Marketing,
 - (4) to promptly notify SLOC if Community becomes aware of any suspected Ambush Marketing activities by other parties,
 - (5) to use reasonable efforts to ensure for the duration of the event that the Relay route and adjacent areas under the Community's control do not carry any form of temporary advertising or promotional material (recognizing existing contracts), except as approved by SLOC,
 - (6) to help select an alternate Relay route as appropriate, if permanent advertising or promotional material not affiliated with the Relay is located along the Relay route,
 - (7) to use reasonable efforts to ensure that all facilities and equipment such as barriers are free of advertising or other commercial messages and that such advertising and other commercial messages are masked (This applies regardless of whether the materials are purchased or provided free of charge and by any company or organization, including Olympic Games or Relay Presenting Sponsors or Official Providers.), and
 - (8) to use reasonable efforts to prevent the distribution of product samples, premiums, promotional literature and other commercial materials in and adjacent to the Relay route, except where expressly authorized by SLOC.

(d) Break Site Support Services – Where the Relay route through a community includes a designated break site, community agrees,

- (1) to select an appropriate site for the break, subject to SLOC review,
- (2) to ensure that personnel and contracted labor from SLOC and SLOC Associated Parties are permitted at no cost, except as provided in subsection (h), below, to engage in retail selling and general operational activities,
- (3) to ensure that the break site is clean, in good repair and in good operating order,
- (4) to make reasonable efforts to disallow commercial messaging and social propaganda by any speakers and entertainers at the break site,
- (5) to ensure that adequate rest room facilities are available for the exclusive use of Relay participants, and
- (6) to mask all competing commercial identification on clothing and equipment of any speakers and entertainers, who are employed by, or who have been contracted for or otherwise engaged by the Community.

(e) Law Enforcement and Traffic Management Support – Community agrees,

- (1) to provide all appropriate assistance to SLOC to plan the Relay route through the local government area within its jurisdiction. This includes police and traffic department personnel to assist in route selection and the development of a traffic management plan, including the identification of road closures, the need for barrier deployment and other traffic management requirements for the Relay route,
- (2) to implement the traffic management plan, including police or other service personnel to close roads, deploy barricades and conduct other appropriate traffic management operations,
- (3) to provide appropriate resources (but not less than two police vehicles as direct Relay escorts) to assure safety and security for the Relay caravan through the local government area,
- (4) to provide an adequate law enforcement response capability to undertake necessary police action in the event of threats or actual physical acts that might place the safety of Relay participants in jeopardy,
- (5) to advise the SLOC Relay Security Manager of any known or perceived security risks in the local government area, and
- (6) to provide adequate law enforcement and other service personnel for crowd control and direction along the Relay route and at the break site.

(f) Medical Services – Community agrees to provide adequate on-call Emergency Medical Service (EMS) vehicle(s) and qualified personnel dedicated to the Relay and also the break site. In particular, the EMS vehicle(s) and personnel shall be positioned at agreed-upon location(s) to provide an EMS response capability in the event of an incident involving a Relay participant.

(g) Sanitation Services – Community agrees,

- (1) to provide post-event cleaning and waste management services along the Relay route and at the break site, and
- (2) to provide an adequate number of dumpsters or waste containers along the Relay route and at the break site.

- (h) **Permits** – Community shall obtain all required permits, except those relating to tax licenses or tax permits. In the event any permit is required for SLOC or SLOC Associated Parties for the Relay or break site, with the exception of those relating to tax licenses or tax permits, as applicable, Community agrees to waive all such permits or to issue such permits at no cost to SLOC and SLOC Associated Parties for the following activities:
- (1) movement of the Relay caravan through the local governments area under its jurisdiction,
 - (2) events conducted at the break site,
 - (3) erection of temporary facilities at the break site,
 - (4) movement of the Coca-Cola and Chevrolet promotional vehicles through the local government area, including retail and promotional activities on and from those promotional vehicles,
 - (5) retail sales by Official Merchandise licensees along the Relay route, and
 - (6) any other activity or operation by SLOC and SLOC Associated Parties reasonably necessary to conduct the Relay.
- (i) **Community Merchandise Access Program** –Community may participate in a Community Merchandise Access Program to be developed by a SLOC Licensee. If Community decides to participate, Community agrees to comply with applicable rules and guidelines provided in the Community Merchandise Access Program Purchase Brochure.
- (j) **Concessions** –
- (1) With the exception of pre-existing contracts with the Community or governmental organizations within the Community’s local government area, the Planning Guide does not permit the licensing of temporary retail outlets or personal selling of non-food products at the time and along the route of the Relay and break site.
 - (2) On the day of the Relay, Community agrees to deploy an enforcement team to use reasonable efforts to prevent and, if necessary, to remove unauthorized temporary vendor retail operations along the Relay route and at the break site.
- (k) **Community Volunteers** – Community agrees to assist the recruiting and deploying of Community volunteers to provide assistance along the Relay route and at the break site. Community agrees to comply with SLOC (1) restrictions on messaging, logos and the like on volunteer clothing and equipment and (2) obtaining appropriate waiver and release forms required by SLOC.

3.3 Consultation Between SLOC and Community

Parties agree to consult with each other to prepare for the Relay within Community’s local government area in accordance with the Planning Guide. Nevertheless, the Parties agree that SLOC is ultimately responsible for making final decisions, (following consultation with Community, if possible and appropriate) in relation to all aspects of the Relay, including but not limited to route selection and break site. SLOC shall not make decisions or take any actions in respect to the Relay, including the route selection and break site, which in the sole judgment of the chief of police of the Community constitutes a potential threat to the health, safety or welfare of the participants or the general public. In addition, SLOC retains the exclusive right to revise any aspect of the Relay, and the Planning Guide that may be necessary or appropriate in the sole opinion of SLOC.

ARTICLE IV TERM

Unless terminated sooner under Article VI, Termination, this Agreement shall be effective from the date of its execution, above stated, until the date the obligations of the Parties under the Agreement are complete.

ARTICLE V LIABILITY AND INSURANCE

5.1 Each Party, shall indemnify, defend and hold harmless the other Party (and Community, SLOC's Associated Parties), its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of this Agreement which results from any act or omission of the indemnifying Party, its agents, employees or anyone acting under its direction or on its behalf, whether intentional or negligent.

5.2 During the term of this Agreement and for a minimum of SIX (6) months thereafter, each Party agrees to maintain a policy of public liability insurance covering all of their obligations undertaken in the implementation of this Agreement providing bodily injury limits of not less than ONE MILLION DOLLARS (\$1,000,000) for any one person, of not less than \$1,000,000 for any one occurrence and property damage liability to a limit of not less than \$1,000,000. The SLOC acknowledges that the Community is self-insured up to \$1,000,000 and the Community may fulfill the requirements of this section by such self-insurance. The insurance limits set forth above shall not be deemed to limit the scope of indemnification.

5.3 The Parties agree to notify each other within seven (7) business days of any related claim made under the respective insurance policy(ies).

5.4 The Parties agree that the indemnification in this Agreement is a continuing obligation and survives termination of this Agreement.

ARTICLE VI TERMINATION

Termination With or Without Cause. Community acknowledges and agrees that SLOC possesses the ultimate decision to conduct the Relay in the Community's local government area. Therefore, Community agrees that SLOC, in its sole discretion, may terminate this Agreement and the Relay through the Community's local government area at any time for any or no reason. However, SLOC agrees that, in the event of termination, SLOC will use reasonable efforts to appropriately coordinate with Community and will provide Community notice of the termination as soon as practicable after the decision by SLOC is made.

ARTICLE VII

CONFIDENTIAL INFORMATION

Subject to applicable legal requirements, each Party agrees to use reasonable efforts not to disclose to third parties Confidential Information provided by the other Party. If SLOC is required by law to disclose such Confidential Information, SLOC will notify Community prior to such disclosure. SLOC understands and acknowledges that Community is subject to the public records laws of the State of Arizona [A.R.S. §§ 39-121 et seq.] and may be legally required to disclose Confidential Information. When the Community believes that it is required to make such disclosure, however, it will notify SLOC prior to making the disclosure.

ARTICLE VIII LICENSE

Attached as Exhibit A and incorporated by reference to this Agreement, is the License Agreement between SLOC and Community for Community's non-commercial use of certain SLOC Designated Marks and Copyrights solely for the purpose of planning and conducting the Relay. Upon execution of the License Agreement, SLOC grants to Community, under the terms and conditions indicated, fully paid up, nonexclusive and nontransferable rights for certain permitted uses of the Designated Marks and Copyrights.

ARTICLE IX MISCELLANEOUS

9.1 Entire Agreement. This Agreement, its Exhibits and references contain all the terms and conditions agreed by the Parties with respect to the subject matter of this Agreement and supersede all prior agreements and negotiations. This Agreement shall not be modified or revised, except by a document signed by authorized representatives of both Parties.

9.2 No Waiver. No provision of this Agreement shall be deemed to have been waived, except if such waiver is contained in a written instrument executed by the Party against whom the waiver is to be enforced. No waiver by a Party of any term or condition of this Agreement shall constitute a waiver by such Party of any prior, concurrent or subsequent breach or default of the same or any other term or condition of this Agreement.

9.3 Notices. All notices, demands, requests and other communications required or permitted under this Agreement shall be deemed effective, upon receipt, unless otherwise provided in this Agreement, if: (a) personally delivered, (b) sent by a nationally recognized overnight delivery service providing a signed receipt, or (c) sent by certified or registered mail, return receipt requested.

If to SLOC: Salt Lake Organizing Committee
 299 South Main Street, Suite 1300
 Salt Lake City, Utah 84145
 Attention: Ms. Ann Wall

cc: Law Department

If to Community: Community Services Department
 City of Tempe
 Parks and Recreation
 Tempe, Arizona 85252

Attention: Travis Dray, Community Services, Special Events Supervisor

cc: Tempe City Attorney's Office
 PO Box 5002
 Tempe, Arizona 85280

9.4 Delays. The Parties acknowledge that the time set for conducting the Relay cannot be changed. Therefore, successful implementation of the Relay requires close cooperation and fairness between the Parties. The Parties agree to notify each other as soon as practicable when either becomes aware of any condition that will significantly affect timing of the Relay.

9.5 Representations. Each Party represents that it possesses the authority to enter into this Agreement and is not bound by any other agreement that conflicts with the transactions contemplated by this Agreement. Further, each Party represents that its obligations and rights under this Agreement will not violate any restriction contained in each respective Party's organizational documents nor will its obligations and rights conflict with any law, statute, ordinance, order, ruling, license, regulation or judgment to which each respective Party is subject.

9.6 Conflict of Interest. Each Party agrees to use its best efforts to ensure that its directors, officers, employees, volunteers, contractors, advisors and agents do not engage in any activity nor obtain any interest during the course of this Agreement that is likely to conflict or restrict the Party from performing its responsibilities in an ethical manner. Whether or not a conflict of interest exists involving officers or employees of the Community shall be determined by the provisions of the conflict of interest laws of the State of Arizona (A.R.S. §§ 38-501 et seq.).

9.7 Severability. If any provision or term of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, such provision or term shall not affect any other provision or term of this Agreement. This Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision were omitted insofar as the primary purpose of this Agreement is not frustrated.

9.8 Independent Contractors. This Agreement shall not create a joint venture, partnership, principal-agent or other relationship between the Parties, except that of independent contractors.

9.9 Survival. The provisions of this Agreement (a) shall survive termination of this Agreement to the extent necessary to protect the rights and to effect the intent of the Parties, and (b) shall inure to the benefit of the Parties and, to the extent set forth herein, to their respective successors and permitted assigns.

9.10 Counterparts. This Agreement may be executed in more than one counterpart, each of which, when executed, delivered and complete with its incorporated Exhibit, shall be deemed an original.

9.11 Force Majeure. Performance under this Agreement is excused while and to the extent the Parties are unable to perform by reason of Force Majeure, provided that any such occurrence shall not deprive any Party of its remedies to terminate this Agreement as provided herein or at law.

9.12 Unrelated Parties. It is expressly understood and agreed by Community that none of (a) Salt Lake City Corporation, the State of Utah, the Utah Sports Authority, the IOC or the USOC or (b) any officer, director, trustee, member, employee, agent or representative of the private and governmental entities listed in (a), above, in their individual and organizational capacities (each entity and individual being called an "Unrelated Party") shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Agreement or any subsequent agreement between the Parties relating to the subject matter thereof. Community covenants and agrees that it will not have recourse to the assets of any Unrelated Party as a remedy for claims, demands, actions, suits or other proceedings under any contract entered into with SLOC and that SLOC shall not be deemed to be an agency, instrumentality, partner, joint venturer or agent of any Unrelated Party.

9.13 Nondiscrimination. SLOC, in its employment policies and practices, in its public accommodations and in its provision of services shall obey all relevant and applicable federal, state and local laws, regulations and standards relating to discriminations, biases, and/or limitations, such as, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act.

EFFECTIVE AS OF THE DATE STATED ABOVE.

SLOC: _____

Title: _____

SALT LAKE ORGANIZING COMMITTEE FOR THE OLYMPIC WINTER GAMES
OF 2002

CITY OF TEMPE, an
Arizona municipal corporation

ATTEST:

Neil Giuliano
Mayor

Kathy Matz
City Clerk

APPROVED AS TO FORM:

Brad Woodford
City Attorney

REVIEWED BY:

Mark Richwine.
Director, Parks and Recreation

Travis Dray
Community Services, Special Events Supervisor

Diane Kundrat
Risk Management Director

Exhibit A – Designated Marks and Copyrights License Agreement

DESIGNATED MARKS AND COPYRIGHTS LICENSE AGREEMENT

This Designated Marks and Copyrights License Agreement ("Agreement") is made and entered into this _____ day of _____, 2001, between the Salt Lake Organizing Committee for the Olympic Winter Games of 2002, a Utah nonprofit corporation ("SLOC"), and City of Tempe ("Community Licensee"), and is incorporated into the Torch Relay Services Agreement between the Parties.

Recitals

- A. On June 16, 1995, the International Olympic Committee ("IOC") awarded the right to host the XIX Olympic Winter Games ("Games") to Salt Lake City. SLOC has been appointed as the organizing committee for the Games.
- B. SLOC and Community Licensee wish to enter into an agreement pursuant to which the Community Licensee may use certain SLOC Designated Marks and Copyrights as described in this Agreement.

Agreement

For and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties agree as follows:

Article 1 Definitions

- 1.1 "Act" means the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. 220501 *et. seq.*
- 1.2 "Authenticating Notice" means a statement or notice approved by SLOC which evidences consent by the USOC under the Act to use the Designated Marks and Copyrights in the United States. (Acceptable forms of Authenticating Notices are set forth in Exhibit A.)
- 1.3 "Designated Marks and Copyrights" means the graphical emblem(s) and words and references depicted in Exhibit A to this Agreement.
- 1.4 "Games" means the XIX Olympic Winter Games to be held in and around Salt Lake City, Utah in February 2002.
- 1.5 "Salt Lake 2002 Olympic Torch Relay Graphic Standards Manual" means the graphic standards manual promulgated by SLOC regarding the use of the Designated Marks and Copyrights for the Torch Relay, as amended from time to time (herein referred to as "Graphics Standard Manual.").
- 1.6 "IOC" means the International Olympic Committee.

- 1.7 “Party” or “Parties” means SLOC and/or Community Licensee, as appropriate for the context.
- 1.8 “Permitted Uses” means use of the Designated Marks and Copyrights in the manner described in Exhibit B to this Agreement.
- 1.9 “Relay” means the Salt Lake 2002 Olympic Torch Relay, which commences in Olympia, Greece, is routed through numerous communities in the United States and is delivered to Salt Lake City for the Opening Ceremonies of the Salt Lake 2002 Olympic Winter Games.
- 1.10 “Relay Imagery” means images of torches, torch bearers, torch relays, Relay-event footage for the Relay.
- 1.11 “Relay Logos” means the logos identified or referenced in Exhibit A to this Agreement.
- 1.12 “USOC” means the United States Olympic Committee.

Article 2

Grant of License and Rights

2.1 LICENSE. On the terms and subject to the conditions set forth in this Agreement, including the Exhibits attached hereto and incorporated into this Agreement, SLOC grants to the Community Licensee the fully paid up, nonexclusive, nonassignable and nontransferable right and license to the Designated Marks and Copyrights for Permitted Uses in the Community Licensee’s local government area. Each use of Designated Marks and Copyrights must be approved in writing in advance by SLOC pursuant to Exhibit C, and in all events must comply with the Graphic Standards Manual.

2.2 CONDITIONS OF USE. The rights and license to use the Designated Marks and Copyrights granted herein are subject to the terms and conditions set forth in Exhibit C to this Agreement.

2.3 RESERVATION OF RIGHTS. All rights, opportunities and approvals not expressly granted to the Community Licensee under this Agreement are reserved by SLOC.

2.4 DISCLAIMER OF WARRANTIES. SLOC makes no representation or warranty to Community Licensee with respect to the Designated Marks and Copyrights. In no event shall SLOC be liable to Community Licensee for special, incidental, consequential or punitive damages relating to or resulting from Community Licensee’s use of the Designated Marks and Copyrights.

2.5 TORCH RELAY COMMUNITY PLANNING GUIDE. SLOC grants to Community Licensee the fully paid-up, non-exclusive, nonassignable and nontransferable right and license to copy the Torch Relay Community Planning Guide and to disseminate such copies to appropriate persons in the Community Task Force and other persons necessary to conduct the Relay.

Article 3

Term and Termination

3.1 TERM. The term of this Agreement shall begin on the date first indicated above and shall continue through completion of the Olympic Winter Games of 2002, unless earlier terminated, as provided herein.

3.2 TERMINATION FOR CAUSE. SLOC may terminate this Agreement at its sole discretion ten (10) days after serving notice to the Community Licensee of Community's breach of any material provision of this Agreement or the Torch Relay Services Agreement, unless Community Licensee shall have cured the breach within the ten (10) day period. Upon expiration or termination of this Agreement, Community Licensee shall cease all use of the Designated Marks and Copyrights.

3.3 TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement for convenience at any time and for any reason upon thirty (30) days written notice to the other Party.

Article 4

Enforcement

INJUNCTIVE RELIEF. Community Licensee acknowledges that the Designated Marks and Copyrights possess special, unique and extraordinary characteristics that make difficult the assessment of monetary damages sustained and that irreparable injury could be suffered as a result of Community Licensee's unauthorized use or misappropriation thereof. Community Licensee also acknowledges the exclusive ownership of the Designated Marks and Copyrights and related registration by SLOC. Therefore, Community Licensee agrees that SLOC may seek from any court of competent jurisdiction injunctive and other equitable relief as appropriate.

Article 5

Miscellaneous Provisions

5.1 NO WAIVER. No provision of this Agreement shall be deemed to have been waived, except if such waiver is contained in a written instrument executed by the Party against whom the waiver is to be enforced. No waiver by any Party of any term or condition of this Agreement shall constitute a waiver by such Party of any prior, concurrent or subsequent breach or default of the same or any other term or condition of this Agreement.

5.2 SEVERABILITY. If any condition or term of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, such condition or term shall not invalidate any other condition or term of this Agreement. This Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision were omitted insofar as the primary purpose of this Agreement is not frustrated.

5.3 ENTIRE AGREEMENT. This Agreement, its Exhibits and references contain all the terms and conditions agreed by the Parties with respect to the subject matter of this Agreement and supersede all prior oral and written understandings, arrangements and agreements between the Parties. This Agreement shall not be modified or revised, except by a document signed by authorized representatives of the Parties.

5.4 SURVIVAL. The provisions of this Agreement (a) shall survive termination of this Agreement to the extent necessary to protect the rights of SLOC in and to the Designated Marks and Copyrights and to effect the intent of the Parties, and (b) shall inure to the benefit of the parties and, to the extent set forth herein, to their respective successors and permitted assigns.

5.5 REPRESENTATIONS. Each Party represents that it possesses the authority to enter into this Agreement and is not bound by any other agreement, which conflicts with the transactions contemplated by this Agreement. Further, each Party represents that its obligations and rights under this Agreement will not violate any restriction contained in its organizational documents nor will its obligations and rights conflict with any law, statute, ordinance, order, ruling, license, regulation or judgment to which it is subject.

5.6 GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by and interpreted in accordance with, the Act, the Lanham Act, 15 U.S.C. §1051 *et. seq.* and other relevant trademark and copyright laws of the United States and the State of Utah. Any legal or equitable claim shall be filed in the respective state or federal court in Salt Lake City, Utah.

5.7 UNRELATED PARTIES. It is expressly understood and agreed by Community Licensee that none of (a) Salt Lake City Corporation, the State of Utah, the Utah Sports Authority, the IOC and the USOC or (b) any officer, director, trustee, member, employee, agent or representative of the private and government entities listed in (a), above, in their individual and organizational capacities (each entity and individual being called an "Unrelated Party") shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Agreement or any subsequent agreement between the Parties relating to the matter thereof. Community Licensee covenants and agrees that it will not have recourse to the assets of any Unrelated Party as a remedy for claims, demands, actions, suits or other proceedings under any contract entered into with SLOC and that SLOC shall not be deemed to be an agency, instrumentality, partner, joint venturer or agent of any Unrelated Party.

In Witness Whereof, the Parties have entered this Agreement as of the date first above written.

Community Licensee

Salt Lake Olympic Organizing Committee
For the Olympic Winter Games of 2002

By: _____ By: _____

Title: _____ Title: _____

Exhibit A – Designated Marks and Copyrights

Exhibit B – Permitted Uses

Exhibit C – Conditions of Use

EXHIBIT A

Designated Marks and Copyrights

All uses by the Community Licensee of the Designated Marks and Copyrights shall faithfully and accurately reproduce the color, design and appearance, without embellishment, of the Designated Marks and Copyrights in accordance with the Graphics Standards Manual. No partial version of any Designated Mark may be used at any time for any purpose without the express prior written consent of SLOC.

Each use of the logo designs shall include the trademark symbol (“™”); provided the Community Licensee shall substitute use of the trademark registration symbol (“®”) at such time as SLOC informs Community Licensee that federal registration has been obtained.

Designated Marks and Copyrights -- Words, images or logos as provided in the Graphics Standards Manual

Salt Lake 2002 Olympic Torch Relay™

Salt Lake 2002®

Olympic Torch Relay™

Salt Lake 2002 Olympic Torch Relay™ symbol or logo

Torch Relay Imagery

Videos provided by SLOC

Authenticating Notice –

Reference the Graphics Standards Manual

Long Version: TM©1997, 2000 SLOC The use of Olympic-related marks and terminology is authorized by the United States Olympic Committee pursuant to Title 36 U.S. Code Section 220506.

Short Version: TM©1997, 2000, SLOC 36USC 220506

EXHIBIT B

Permitted Uses

This License permits Community Licensee (and not third-parties) to use Designated Marks and Copyrights solely for non-commercial planning and conducting of the Relay in accordance with Chapter Seven, "Marketing Guide" of the Planning Guide.

- 1) Advertisements, newsletters, posters and other written publications,
 - To promote the date/time and location for the Relay within the Community.
 - To advertise the availability of Relay merchandise for sale.
 - To solicit local volunteers to help conduct the Relay.
 - To provide relevant information to the Community Task Force and others, as appropriate, to plan and conduct the Relay.
- 2) Television, radio and other electronic announcements advising the date, time and location for the Relay.
- 3) Certificates of appreciation thanking the Community volunteers.
- 4) Hotlinks from the Community Licensee's web page to Salt2002.com.

EXHIBIT C

Conditions of Use of Designated Marks and Copyrights

Each use of Designated Marks and Copyrights by Community Licensee under the Designated Marks and Copyrights Agreement is subject to the following conditions:

1. General Conditions of Use.

- 1.1 Community Licensee shall not use the Designated Marks and Copyrights in any manner that reflects unfavorably upon the good name, goodwill, reputation or image of SLOC or the Olympic movement nor do or omit to do anything that could invalidate or jeopardize any ownership or approval rights of SLOC with respect to the Designated Marks or Copyrights.
- 1.2 Community Licensee shall not use the Designated Marks or Copyrights in such a manner that confusion may arise in the public mind as to the Permitted Uses for which Community Licensee has been granted such rights.
- 1.3 Community Licensee shall not adapt or use any trade name, mark or image that includes or is confusingly similar to any Designated Marks or Copyrights or other Olympic Marks.
- 1.4 None of the Designated Marks or Copyrights shall be incorporated into a common graphic or be associated with third party trade names or marks (including entertainers).
- 1.5 Without the prior written consent of SLOC, which SLOC may grant or withhold in its sole discretion, Community Licensee shall make no commercial use of any Designated Mark or Copyright.

2. **Internet.** Community Licensee shall not use any of the Designated Marks or Copyrights or authorize such use on any World Wide Web site or on any other on-line site, except as specifically approved in writing by SLOC. Neither Designated Marks nor Copyrights nor other Olympic Marks may be used in any domain name registered or used by Community Licensee or in any meta-tags associated with the site.

3. Approvals.

- 3.1 Community Licensee shall submit to SLOC, for its prior written approval, representative samples of each use of a Designated Mark or Copyright prior to its release to the public, using the form attached at the end of this Appendix C
- 3.2 Community Licensee shall supply free-of-charge to SLOC for administrative and archival purposes four (4) originals of representative samples of all materials to be used by Community

Licensee in connection with the licenses granted hereunder, as soon as such material becomes available.

- 3.3 SLOC assumes no responsibility or liability with respect to the content of any materials published by Community Licensee. Community Licensee shall be responsible for all such content, and shall indemnify and hold SLOC and SLOC Associated Parties harmless with respect thereto.
- 3.4 Address for Submissions. All materials and representative samples to be submitted hereunder shall be sent to the following address:

Salt Lake Organizing Committee for
The Olympic Winter Games of 2002
Attn: Brand Protection – Michael Bettin
299 South Main Street, Suite 1300
P.O. Box 45002
Salt Lake City, Utah 84145-0002
- or -
brand.protection@saltlake2002.com
Attn: Michael Bettin

4. **Notice of Misuse.** Community Licensee shall, immediately upon learning of any misuse or unauthorized use of Olympic Marks or Copyrights in its local government area during the term hereof, notify SLOC in writing, setting forth the facts in reasonable detail.
5. **Merchandise.** Community Licensee shall not have the right or license to manufacture or cause the production of merchandise items bearing the Designated Marks or Copyrights.